



Aguilera and Piasecki Agency LLC
3112 Crosswind Dr.
Austin, TX 78669
(281) 736-2796

Online Training Course Registration Agreement

By Clicking “**Accept**” on the A&P Online Training Course Registration Page, the date of which is electronically recorded, Applicant agrees to the following terms of the Online Training Course Offered by A&P Agency.

WHEREAS, the parties desire that Applicant purchase from A&P an online certification course, satisfy the necessary requirements listed within the course syllabus, and may receive a certificate of course completion to then apply for employment with A&P.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

THIS AGREEMENT CONTAINS A MEDIATION REQUIREMENT AND CLASS ACTION WAIVER. PLEASE SEE SECTION FOURTEEN (14) FOR DETAILS.

1. Course Description

1.1. This course is intended to train Applicant to meet or exceed the skills of other NIL agents within the NIL industry. This course will provide four to five (4-5) hours of video content describing how to navigate the business dealings of A&P and inform the Applicant of strategies and tactics implemented within the unique business structure. Applicant understands that it is their responsibility to complete the necessary requirements to progress through the course requirements and complete the licensing exam at the end of



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the course. To maintain a competitive nature of business dealings, the Applicants who have obtained the certification with the highest exam scores will take priority over Applicants with lower scores for employment.

1.2. The Applicant will learn the techniques used by A&P to acquire Athletes and maintain a business relationship with them as they progress through the NCAA and other ventures after their NCAA participation abilities have expired. Applicant understands that each Athlete is unique in their own right with, among many other things, different worldly views, life goals, athletic abilities, popularity, and personality. The course is intended to provide skills to navigate these various factors, despite their variability, and implement a mutually beneficial business relationship with the Athlete and A&P.

1.3. This course is available for purchase for **\$299.00**. Applicant agrees that this payment will be transferred to A&P before the course is available to Applicant.

1.3.1. This payment is non-refundable.

1.4. Applicant acknowledges and understands that completion of the Course does not guarantee employment and must apply for employment, undergo a background check, and refer to hiring availability.

2. **Changes to Agreement**

2.1. A&P reserves the right to change or modify this Agreement or any additionally terms at its sole discretion at any time. If Applicant does not agree to the modified terms of the Agreement for the course, Applicant should discontinue the use of the course. Therefore, it is important that Applicant stay up to date on the terms of this agreement to ensure that



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Applicant is familiar with the most updated Agreement. UNLESS OTHERWISE STATED IN THE AMENDED VERSION OF THIS AGREEMENT, ANY CHANGES TO THIS AGREEMENT WILL APPLY IMMEDIATELY UPON POSTING. Although Company is not obligated to provide Applicant with such notice of any changes, any changes to this Agreement will *not* apply retroactively to events that occurred prior to such changes. Applicant's continued use of the Course will constitute their agreement to any new provisions within the revised Agreement.

3. **License to Access The Course**

3.1. The contents of the Course, and the Company's sites as a whole, are intended to provide information regarding A&P's various products and services, as set-forth and defined by the Company and subject to change by the Company at any time, in our sole discretion. All written content prepared and posted by the Company, and the Course design, layout, look, appearance, and graphics on the Course, as well as the trademarks, service marks, and logos contained on our Course (collectively, "A&P Content") are owned by or licensed to the Company and are subject to copyright, trademark, and other intellectual property rights under the United States and foreign laws and international conventions. The Company reserves all rights not expressly granted in, and to, the Course and the A&P Content.

3.2. Except as otherwise provided in this Agreement, no part of the Course and no A&P Content may be copied, reproduced, uploaded, posted, publicly displayed, transmitted, or distributed in any way to any other computer, server, website, or other medium for



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publication or distribution or for any commercial use without our prior express written consent.

3.3. On the condition that Applicant comply with all their obligations under this Agreement, A&P grants the Applicant a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to access the Course. Any use of the Course in excess of this license is strictly prohibited and constitutes a violation of this Agreement, which may result in the termination of Applicant's right to access and use this Course.

3.4. Applicant's access to this Course is provided on a temporary basis with no guarantee for future availability. The Company reserve the right to withdraw or modify any content or products The Company provides on the Course without notice.

4. **Restrictions on Participation**

4.1. Applicant agrees to read, understand, and follow the rules and guidelines listed within the Discord Server. Applicant must follow these rules and the Company reserves the right to remove anyone who breaks the rules listed in the Discord or within this Agreement.

4.2. Applicant must be of Eighteen (18) years of age, or older.

4.3. Applicant must not misuse the Course or any of the content provided in the Course. Applicant may not interfere with the presentation or delivery of the content in the Course or try to access the Course using any method other than the interface and the instructions that the Company provides.

4.4. As a condition of accessing the Course, Applicant agrees not to (a) reproduce, duplicate, copy, sell, resell or exploit any portion of the Course other than as expressly allowed under



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this Agreement; (b) use A&P's name, trademarks, server or other materials in connection with, or to transmit, any unsolicited communications or emails; (c) use any high-volume, automated or electronic means to access the Course (including without limitation, robots, spiders, scripts or web-scraping tools); (d) frame the Course, place pop-up windows over its pages or otherwise affect the display of its page; (e) use any manual process to monitor or copy any of the material on the Course or for any other unauthorized purpose; (f) introduce any viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful; or (g) otherwise interfere with or disrupt the Course or servers or networks connected to the Course, or disobey any requirements, procedures, policies, or regulations of networks connected to the Course.

4.5. In the event that Applicant does not pass the final exam on the first try, a discounted exam will be available for purchase. Limited to three (3) attempts to pass the course, and then Applicant must repurchase the entire course.

4.6. English is the preferred language of choice and the course will not be available in other languages until further notice.

5. **User Content**

5.1. Some features of the Course may allow the Applicant to provide content to the Course and/or Discord server. This content is shared within the A&P servers and may be seen by other applicants. Therefore, all content submitted by the Applicant to A&P internet mediums, may be retained by the Company for as long as required in relation to the



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purposes set forth in this Agreement, subject to state law, even after termination of use.

The Company may disclose such content to third parties if necessary.

5.2. Applicant agrees to use the Course in accordance with all applicable laws. Applicant agrees that they will not use the Course for organized partisan political activities. Applicant also agrees that they will not e-mail or post any of the following content (“Prohibited Content”) anywhere within the business of A&P:

5.2.1. Content that defames, harasses, or threatens others

5.2.2. Content that exploits, harms, or attempts to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise

5.2.3. Content that discusses illegal activities with the intent to commit such activities, or encourages others to commit such activities

5.2.4. Content that infringes or misappropriates another’s intellectual property rights, including, but not limited to, copyrights, trademarks, patents, or trade secrets

5.2.5. Content that Applicant does not have the right to disclose under contractual confidentiality obligations or fiduciary duties

5.2.6. Material that contains obscene (pornographic) language or images

5.2.7. Advertising, promotional materials, or any form of commercial solicitation

5.2.8. Content that impersonates or attempts to impersonate another user, person, entity (including, without limitation, the use of e-mail addresses associated with any of the foregoing)



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5.2.9. Content that otherwise harms other users or visitors to the Course

5.2.10. Content that is otherwise unlawful or that violates any applicable local, state, national, or international law.

5.3. Although A&P will not routinely screen or monitor content posted by users, A&P reserves the right to remove Prohibited Content of which it becomes aware (though it is under no obligation to do so)

6. **Posting Content**

6.1. Applicant's content is their sole responsibility. Under no circumstances will The Company be liable in any way for Applicant's content or for any loss or damage of any kind incurred as a result of the use of any of Applicant's content. Applicant can post content to the Course only if (a) Applicant created and own the rights to the content or Applicant has the owner's express written permission to post the content; and (b) the content does not infringe any other person's or entity's rights (including the copyrights, trademarks, or privacy rights) or violate any applicable laws, this Agreement or any other posted policies. We have the right, but not the obligation, to remove content for any reason.

6.2. Applicant is responsible for any content Applicant posts to the Course and the consequences of sharing or publishing such content with others or the general public. This includes, for example, any personal information, such as Applicant's home address, the home address of others, or Applicant's current location. WE ARE NOT RESPONSIBLE FOR THE CONSEQUENCES OF SHARING OR POSTING ANY PERSONAL OR OTHER INFORMATION ON OUR SITES.



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- 6.3. Applicant may not post content intended to provide professional advice, including the provision of medical treatment, legal advice, or investment advice. Applicant may not post content to solicit, recommend, endorse, or offer to buy or sell any securities or other financial instruments, tout stocks, or recommend that any particular security, portfolio of securities, transaction or investment strategy is suitable for Applicant or any specific person.
- 6.4. Except as otherwise provided in this Agreement, Applicant or the owner of any content that Applicant posts to our Course retain ownership of all rights, title, and interests in that content. However, by posting content on the Course, Applicant grants The Company and our assigns, agents, and licensees the irrevocable, royalty free, perpetual, worldwide right and license to use, reproduce, modify, display, remix, perform, distribute, redistribute, adapt, promote, create derivative works, and syndicate this content in any medium and through any form of technology or distribution. The Company owns all rights, title, and interests in any compilation, collective work or other derivative work created by us using or incorporating Applicant's content (but not Applicant's original content).
- 6.5. When Applicant uses a feature of the Course that allows users to share, transform, readapt, modify, or combine user content with other content, Applicant grants us and our users an irrevocable, non-exclusive, royalty free, perpetual, worldwide right and license to use, reproduce, modify, display, remix, perform, distribute, redistribute, adapt, promote, create derivative works, and syndicate Applicant's content in any medium and through any form of technology or distribution and to permit any derivative works to be licensed under these same license terms.



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7. Links, Frames, and Metatags

7.1. Applicant may link to the home page of A&P content for non-commercial purposes as long as the link does not cast The Company in a false or misleading light. This limited right may be revoked at any time, subject to The Company's sole discretion. Applicant may not frame the content of A&P, may not use metatags or any other "hidden text" that incorporates A&P trademarks or name without The Company's express prior written consent.

8. Privacy Policy

8.1. Applicant is solely responsible for protecting account log-in credentials from unauthorized access and use. Applicant must promptly notify an A&P representative of any known or suspected unauthorized uses of Applicant's account.

8.2. A&P Agency will not disclose personal information to third parties, unless expressly granted permission. The Company will, however, use general publicly available information during the course of business dealings.

9. System Availability and Errors

9.1. Applicant must provide the equipment and Internet connections necessary to access the Course at Applicant's expense. The Company does not guarantee that the Course will operate with Applicant's computer, mobile device, internet service plans, or mobile provider service plans or with any particular computer or other piece of hardware, software, equipment, or device Applicant installs on or used with Applicant's computer.



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9.2. There may be times with the Course is unavailable due to technical errors or for maintenance and support activities. The Company does not represent, warrant, or guarantee that the Course will always be available or is completely free of human or technological errors.

9.3. The Course may contain typographical mistakes, inaccuracies, or omissions and some information may not be complete or current. The Company expressly reserve the right to correct any errors, inaccuracies, or omissions and to change or update information at any time without prior notice. The Company does not make any representation or warranty concerning errors, omissions, delays, or defects in the Course or any information supplied to Applicant via the Course, or that files available through the Course are free of viruses, worms, Trojan horses, or other code that include or manifest contaminating or destructive characteristics.

10. **Disclaimer**

10.1. A&P will host and provide the Course using a commercially reasonable level of skill and care. That said, THE COURSE AND ANY INFORMATION PRODUCTS, OR SERVICES THEREIN ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. A&P DOES NOT WARRANT, AND HEREBY DISCLAIMS ANY WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE ACCURACY, ADEQUACY, OR COMPLETENESS OF THE COURSE, INFORMATION OBTAINED FROM THE COURSE, OR A LINK TO THE COURSE.



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10.2. A&P DOES NOT WARRANT THAT THE COURSE WILL OPERATE IN AN UNINTERRUPTED OR ERROR-FREE MANNER OR THAT THE COURSE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

10.3. WITHOUT LIMITING THE FOREGOING, A&P DOES NOT WARRANT THAT

10.3.1. THE COURSE WILL MEET APPLICANT'S REQUIREMENTS OR EXPECTATIONS OR ACHIEVE THE INTENDED PURPOSES

10.3.2. THE COURSE WILL NOT EXPERIENCE OUTAGES OR OTHERWISE BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE

10.3.3. THE INFORMATION OR SERVICES OBTAINED THROUGH OR FROM THE COURSE WILL BE ACCURATE, COMPLETE, CURRENT, ERROR-FREE, COMPLETELY SECURE, OR RELIABLE, OR

10.3.4. THAT DEFECTS IN OR ON THE COURSE WILL BE CORRECTED

10.3.5. A&P DOES NOT MAKE ANY REPRESENTATION REGARDING APPLICANT'S ABILITY TO TRANSMIT AND RECEIVE INFORMATION FROM OR THROUGH THE COURSE, AND APPLICANT AGREES AND ACKNOWLEDGES THAT APPLICANTS ABILITY TO ACCESS THE COURSE MAY BE IMPAIRED. A&P DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS OR THE ACCESS OR USE OF THE COURSE OR ANY INFORMATION OR SERVICES RELATED TO IT.



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10.3.6. APPLICANT ACKNOWLEDGES AND AGREES THAT ANY ACCESS TO OR USE OF THE COURSE OR ANY INFORMATION OR SERVICES PROVIDED THEREIN IS AT APPLICANT'S OWN RISK.

11. **Liability Information**

11.1. EXCEPT AS PROHIBITED BY LAW, APPLICANT AGREES THAT THE COMPANY WILL NOT BE LIABLE TO APPLICANT FOR ANY LOSS OR DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR APPLICANT'S (OR ANY THIRD PARTY'S) USE OR INABILITY TO USE THE COURSE, DATA LOSS, APPLICANT'S PLACEMENT OF CONTENT ON ONE OF THE COMPANY'S SITES, APPLICANT'S RELIANCE UPON INFORMATION OBTAINED FROM OR THROUGH THE COURSE, OR ANY OTHER POTENTIAL CLAIMS RELATED TO THE COURSE.

11.2. EXCEPT AS PROHIBITED BY LAW, APPLICANT AGREES THAT A&P WILL NOT HAVE LIABILITY FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE (INCLUDING BUT NOT LIMITED TO CLAIMS FOR DEFAMATION, ERRORS, LOSS OF DATA, OR INTERRUPTION IN AVAILABILITY OF DATA), ARISING OUT OF OR RELATING TO THIS AGREEMENT, APPLICANT'S USE OR INABILITY TO USE THE COURSE, DATA LOSS, APPLICANT'S PLACEMENT OF CONTENT IN THE COURSE, OR APPLICANT'S RELIANCE UPON INFORMATION OBTAINED FROM OR THROUGH THE COURSE, WHETHER BASED IN CONTRACT, TORT, STATUTORY, OR OTHER LAW. A&P'S TOTAL CUMULATIVE LIABILITY



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ARISING OUT OF OR RELATED TO APPLICANT'S USE OF THE COURSE WILL NOT EXCEED TWENTY U.S. DOLLARS (\$20.00).

11.3. APPLICANT ACKNOWLEDGES AND AGREES THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN APPLICANT AND A&P, AND THAT THESE LIMITATIONS ARE AN ESSENTIAL BASIS FOR A&P'S ABILITY TO MAKE THE COURSE AVAILABLE TO APPLICANTS ON AN ECONOMICALLY FEASIBLE BASIS.

12. **Indemnification**

12.1. Applicant agrees to indemnify, defend, and hold harmless A&P and its affiliates, officers, agents, employees, and assignees from any and all claims, liabilities, expenses and damages, including reasonable attorneys' fees and costs, made by any third party relating to or arising out of:

12.1.1. Applicant's use or attempted use of the Course or any content contained therein;

12.1.2. Applicant's violation of any law or rights of any third party

12.1.3. Information or content that applicant posts or otherwise makes available within the Course, including without limitation any claim of infringement or misappropriation of intellectual property or other proprietary rights, and

12.1.4. Any act or omission by Applicant which is a breach of Applicant's obligations under this Agreement.

13. **Termination Rights**



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13.1. Applicant agrees that A&P, in its sole discretion, may terminate Applicant's use of the Course or Applicant's participation in it thereof, for any reason or no reason, and that A&P shall have no liability to Applicant for any such action.

14. **Mediation/ Class Action Waiver**

14.1. **ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR RELATED TO THE LICENSE GRANTED BY A&P TO APPLICANT HEREUNDER OR THIS AGREEMENT (EACH A "DISPUTE") SHALL BE SETTLED BY ARBITRATION WITH THE GREAT LONE STAR STATE OF TEXAS ADMINISTERED BY THE AMERICAN ASSOCIATION OF MEDIATORS IN ACCORDANCE WITH ITS CONSUMER MEDIATION RULES. APPLICANT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT THAT THEY MAY HAVE TO A TRIAL BY JURY REGARDING ANY DISPUTE. APPLICANT UNDERSTANDS THAT THIS AGREEMENT CONTAINS A BINDING MEDIATION CLAUSE THAT A&P MAY ENFORCE.**

14.2. **APPLICANT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT THAT THEY MAY HAVE TO A PUNITIVE OR EXEMPLARY DAMAGES AWARD. ANY MEDIATION AWARD SHALL BE LIMITED TO ACTUAL DAMAGES AND ATTORNEY'S FEES.**

14.3. **APPLICANT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT THAT THEY MAY HAVE TO ANY FORM OF CLASS MEDIATION. APPLICANT'S DISPUTE SHALL BE RESOLVED INDIVIDUALLY AND SHALL**



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NOT BE CONSOLIDATED WITH ANY OTHER CLAIM OF ANY OTHER PERSON OR ENTITY.

14.4. APPLICANT AGREES AND ACKNOWLEDGES THAT THEY MUST INITIATE ANY DISPUTE BY FILING A PROPER DEMAND FOR MEDIATION WITHIN ONE YEAR OF THE DATE OF APPLICANT'S USE OF THE COURSE AND THAT THEY CAN BRING NO DISPUTE AFTER THAT TIME.

14.5. JUDGEMENT ON THE AWARD RENDERED BY THE MEDIATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. JURISDICTION FOR ANY APPEAL OF A MEDIATION AWARD IS APPROPRIATE ONLY IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF TEXAS.

14.6. APPLICANT AGREES AND ACKNOWLEDGES THAT ANY DISPUTE, INCLUDING THE FACT AND OUTCOME OF MEDIATION, IS STRICTLY CONFIDENTIAL. APPLICANT ALSO AGREES AND ACKNOWLEDGES THAT ANY MEDIATOR MUST AGREE TO THE SAME STRICT CONFIDENTIALITY.

14.7. APPLICANT AGREES AND ACKNOWLEDGES THAT THE COMPANY WOULD NOT PERMIT USE OF ITS CONTENT ABSENT APPLICANT'S AGREEMENT TO MEDIATE AND WAIVER OF THEIR RIGHT TO A TRIAL BY JURY.

15. General Legal Terms

15.1. If a court of law finds that any provision of this Agreement is invalid or unenforceable, the remaining provisions will continue to be valid and enforceable. The company may



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assign this contract at any time without notice to the Applicant. Applicant may not assign this contract to anyone else.

15.2. Subject to Disclaimer and Limitation of Liability section above, in any dispute with us, Applicant's sole remedy is to stop using the Course. This includes any dispute related to, or arising out of:

15.2.1. Any term of this Agreement or our enforcement or application of this Agreement

15.2.2. Any of the Company's policies or practices, including the Privacy Policy, or the Company's enforcement or application of these policies

15.2.3. The content available in the course or the Internet or any change in content provided by the Company

15.2.4. Applicant's ability to access or use the Course, or

15.2.5. The amount or type of fees, surcharges, applicable taxes, billing methods, or any change to the fees, applicable taxes, surcharges or billing methods.

15.3. Applicant agrees that the laws of the Great Lone Star State of Texas govern this Agreement and any claim or dispute that Applicant may have against the Company, without regard to Texas's conflict of laws rules. The United Nations Convention on Contracts for the International Sale of Good shall have no applicability. Applicant further agrees that any disputes or claims that Applicant may have against the Company reside in and will be resolved by a state or federal court located in Austin County, Texas, and Applicant agrees and submits to the exercise of personal jurisdiction of such courts for the purposes of litigating such claim or action.

15.4. PLEASE NOTE THAT BY AGREEING TO THIS AGREEMENT, APPLICANT IS:



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15.4.1. WAIVING CLAIMS THAT THEY MIGHT OTHERWISE HAVE AGAINST THE COMPANY BASED ON THE LAWS OF OTHER JURISDICTIONS, INCLUDING APPLICANT'S OWN;

15.4.2. IRREVOCABLY CONSENTING TO THE EXCLUSIVE JURISDICTION OF, AND VENUE IN, STATE OR FEDERAL COURTS IN THE STATE OF TEXAS OVER ANY DISPUTES OR CLAIMS APPLICANT MAY HAVE WITH THE COMPANY; AND

15.4.3. SUBMITTING APPLICANT TO THE PERSONAL JURISDICTION OF COURTS AND ARBITRATION LOCATED IN THE STATE OF TEXAS FOR THE PURPOSE OF RESOLVING ANY SUCH DISPUTES OR CLAIMS.

15.5. Registrations, Agreements, and terms presented by us electronically to Applicant have the same effect as one in writing and are legally enforceable as a signed writing. Applicant also consents to receive all communications regarding our course electronically from the Company. The delivery of any communication from the Company is effective when sent by the Company, regardless of when applicant receives or read the communication. In addition, the Company is not responsible for communications that do not reach the Applicant if the Applicant has not provided the Company with their current contact information. If Applicant decided not to receive notices from the Company electronically, the Company may terminate Applicant's access to the Course.

Party signatures are implied by clicking "Accept" for the Course Registration.

Both parties acknowledge and agree to the above described terms and are bound by their contents.